



OFFICE OF THE ATTORNEY GENERAL OF TEXAS  
AUSTIN

GERALD C. MANN  
ATTORNEY GENERAL

Hon. Chas. H. Slaughter  
County Attorney  
Martin County  
Stanton, Texas

Dear Sir:

Opinion No. O-2384

Re: Liability of county for the expense  
of maintaining office for county  
attorney

Your letter of May 16, 1940, requesting the opinion of this department on the question as herein stated has been received. We quote your question as follows:

"Where there is a duly elected, qualified and acting County Attorney in a county of eight thousand inhabitants and there is not suitable or available office space in the courthouse building for carrying on the county's business by the county attorney, and the acting commissioners court fail or refuse to provide suitable office space, either at the courthouse building or elsewhere at the county seat, and in order that the duties of the office may be performed a suitable space with the necessary furniture, light and heat are contracted for and the itemized expense account and vouchers that are just and reasonable are submitted to the commissioners court in regular meeting, and refused, is the county liable for such expense?"

Article 1605, as amended, Vernon's Annotated Civil Statutes, provides, among other things, that the county attorney and other county officials named therein shall keep their offices at the county seats of their respective counties.

Sections 1 and 2 of Article 3899b, as amended, Vernon's Annotated Civil Statutes, read as follows:

"Section 1. There shall be allowed to County Judges, Clerks of the District and County Courts, Sheriffs, County Treasurers, Tax Assessors and Collectors, such books, stationery, including blank bail bonds and blank complaints, and office furniture as may be necessary for their offices, to be paid for on the order of the Commissioners Court out of the County Treasury; and suitable offices shall also be provided by the Commissioners Court for said officers at the expense of the county. And such books and stationery as are necessary in the performance of their duties shall also be furnished Justices of the Peace by said Commissioners Court. Provided all purchases herein must be approved by Commissioners Court, and must be made under the provisions of Article 1659, Revised Civil Statutes of Texas, 1925.

"Sec. 2. Suitable offices and stationery and blanks necessary in the performance of their duties may in the discretion of the Commissioners Court also be furnished to resident District Judges, resident District and County Attorneys, County Superintendents and County Surveyors, and may be paid for on order of the Commissioners Court out of the County Treasury."

Section (a) of Article 3899, V.A.C.S., provides that each officer named in the Act who is compensated on a fee basis "shall make as part of the report now required by law, an itemized and sworn statement of all the actual and necessary expenses incurred by him in the conduct of his office, such as stationery, stamps, telephone, premiums on officials' bonds, including the cost of surety bonds for his Deputies, premium on fire, burglary, theft, robbery insurance protecting public funds, traveling expenses and other necessary expenses," the amount of such expenses to be paid out of the fees earned by such officer.

This statute does not authorize or require the commissioners court to pay the expenses mentioned in your inquiry.

Under Section 2 of Article 3899b, as amended, the commissioners court is not required to furnish suitable offices, furniture, stationery and blanks necessary in the performance of the duties of the county attorney, but such matters are left entirely within the discretion of the commissioners court. If the commissioners court has legally contracted or agreed to furnish the county attorney a suitable office and furniture, then the court would be liable for such expenses. However, where the commissioners court has not contracted or agreed to furnish

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a suitable office or furniture, etc., for the county attorney,  
said commissioners court would not be liable for such expenses.

Trusting that the foregoing satisfactorily answers  
your inquiry, we are

Yours very truly

ATTORNEY GENERAL OF TEXAS

By *Ardell Williams*

Ardell Williams  
Assistant

AW:PBP

APPROVED MAY 29, 1940

*Eusebio Mann*

ATTORNEY GENERAL OF TEXAS

